

Exhibit B

To Registration Statement

OMB No. 1105-0007

Approval Expires Oct. 31, 1983

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

H. William Tanaka d/b/a Tanaka Ritger & Middleton Name of Poreign Principal
Japan Metal Flatware Industry Assn.
Japan Genl. Merchandise Exporters' Assn.

Check Appropriate Boxes:

Ι.χίχι	The agreement	between the	registrant an	d the above-name	d foreign	principal	is a formal	written con	itract. If	this b	ox is
	checked, attach	two copies of	the contract	to this exhibit.							

- 2. [3] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. [3] The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To render general counseling and informational services.

	-2-				
5. Describe fully the activities the registrant engage	ges in or proposes to eng	gage in on behal	f of the above fo	oreign princip	oal.
		*	,		
	•				
SEE STATEMENT NO. 4					
If yes, describe all such political activities indicat together with the means to be employed to ach		s, the relations,	interests or poli	cies to be in	Nuenced
		/			
	•	*		.,	
				X	
			•	٠	
		•			
			•		
			,		

Date of Exhibit B May 15, 1989

Name and Title
H. William Tanaka
Attorney

Signature,

Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuada, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the property of the United States or with reference to the political or public interests policies, or relation of the public vernment of a foreign country or a foreign political party.

LAW OFFICES

TANAKA RITGER & MIDDLETON

1919 PENNSYLVANIA AVENUE, N. W.

DONALD L. E. RITGER

1976-1987

H. WILLIAM TANAKA

PATRICK F. O'LEARY

MICHELE N. TANAKA

MICHAEL J. BROWN

ALICE L. MATTICE .

JOHN J. KENKEL

B. JENKINS MIDDLETON .

ALSO MEMBER OF MASSACHUSETTS BAR

TALSO MEMBER OF VIRGINIA BAR

PALSO MEMBER OF NEW YORK BAR THEMBER OF INDIANA & ILLINOIS BARS WASHINGTON, D. C. 20006

202-223-1670

FAX NUMBERS: 202-293-2119 202-429-0564

INDUSTRIAL ECONOMIST
JAMES C. DAVENPORT*

POLICY ANALYST
IAN CHRISTOPHER GRAIG, Ph.D.*

LEGISLATIVE TRADE ANALYST KATHLEEN H. HATFIELD® MICHAEL J. BROWN, CPA

NOT A MEMBER OF ANY BAR

LEGAL RETAINER AGREEMENT BETWEEN

JAPAN METAL FLATWARE INDUSTRY ASSN.

JAPAN GENERAL MERCHANDISE EXPORTERS' ASSN.

AND

H. WILLIAM TANAKA

This will constitute an annual retainer agreement between the Japan Metal Flatware Industry Association of Niigata-ken, Japan and the Japan General Merchandise Exporters' Association of Tokyo, Japan (hereinafter referred to as "Associations") and H. William Tanaka of Washington, D.C. (hereinafter referred to as "Counsel"), effective for the period of June 1, 1989 through May 31, 1990.

WHEREAS, Associations desire to retain my services as Counsel, I will undertake to render general counseling and informational services regarding any significant developments in the U.S. which may affect the importation of stainless steel flatware from Japan. In this connection, it shall be understood that this retainer agreement shall not cover services to be rendered in connection with specific cases such as an antidumping proceeding, escape clause action, judicial proceeding and any lobbying activity before Congress. Any legal services rendered with respect to specific cases or involving specific representational activities by Counsel shall be paid over and above the retainer fee, including reimbursement of any necessary out-of-pocket expenses.

In consideration of the services to be rendered, Associations agree to retain Counsel at an annual retainer fee of \$3,500.00 (Three Thousand Five Hundred Dollars) to be remitted within a reasonable time after execution of this agreement. The terms of this retainer agreement shall be for the period of one year.

greement shall be for the period of one year.	
APAN METAL FLATWARE INDUSTRY ASSOCIATION	H. WILLIAM TANAKA
m ath	Hullin linele
In. and	Counselor at Law
M. aller By: Date: May 2, 1989 - 8 0	Date: 5/5/89
Date: May 2 1989 JAPAN GENERAL MERCHANDISE EXPORTERS ASSOCIATED	ION ION
9 () 6	OCE CONTRACTOR OF THE CONTRACT